



Bank of America

3-243A002

No. Calif. Commercial  
Loan Service Center  
P.O. Box 14096  
Fremont, CA 94539

18379  
RECEIVED

AUG 31 1993 9 50 AM

INTERSTATE COMMERCE COMMISSION

Interstate Commerce Commission  
Twelfth Street and Constitution Avenue, N.W.  
Washington, D.C. 20423  
Attention: Room 2303

August 26, 1993

Dear Sir or Madam:

Enclosed for recording please find one original Security Agreement (Commercial, Industrial and Farm Equipment) dated April 26, 1993 (the "Security Agreement") and one copy of the Security Agreement.

The Security Agreement is among Bank of America NT&SA (the "Secured Party") and the following entities (the "Debtors"): ProFlame, Inc., a Nevada corporation; San Diego ProFlame, a California corporation; ProFlame Inc., an Oklahoma corporation; Coastside Gas Service, a California corporation; Pro-Flame Gas Company, a California corporation; and Hesperia Liquid Gas Co., a Nevada corporation.

The Secured Party's address is:

Oakland Regional Commercial Banking Office #1472  
P.O. Box 1079  
Oakland, CA. 94604

The Debtors' address is:

400 Bel Marin Keys Blvd., 3rd Floor  
Novato, Ca. 94947

The collateral consists of railroad cars and is more fully described in Exhibit "A" of the Security Agreement.

Please do hesitate to call if I may be of assistance.

Thomas Loesel,  
Assistant Vice President  
(510) 683-5766

RECEIVED  
AUG 31 9 44 AM '93  
MOTOR OPERATING UNIT

**Interstate Commerce Commission**  
Washington, D.C. 20423

8/31/93

OFFICE OF THE SECRETARY

**Thomas Loesel**

**Assistant Vice President**

**Bank Of America**

**NoCalif Commercial Loan Service Center**

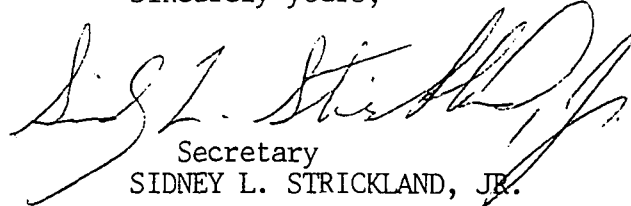
**P.O.Box 14096**

**Fremont, CA. 94539**

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the provisions  
of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303,  
on **8/31/93** at **9:50am**, and assigned  
recordation number(s). **18379**

Sincerely yours,

  
Secretary  
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

2/12/04



**Bank of America**

Oakland Regional Commercial Banking  
Office #1472

~~INTERSTATE COMMERCE COMMISSION~~

**Security Agreement  
(Commercial, Industrial and Farm Equipment)**

The secured party    is XX is NOT a seller.

If the secured party is a seller, it intends to transfer this Agreement to Bank of America N.T. & S.A. California law governs the terms of this Agreement.

On April 26, 1993, ProFlame, Inc., a Nevada corporation, ProFlame Inc., an Oklahoma corporation, Pro-Flame Gas Company, a California corporation, San Diego ProFlame, a California corporation, Coastsides Gas Service, a California corporation and Hesperia Liquid Gas Co., a Nevada corporation, of 400 Bel Marin Keys Blvd., 3rd Floor, Novato, Marin County, California (referred to in this Agreement as the "debtor"), GRANT(S) to Bank of America NT & SA or Seller (if Seller is Secured Party) (referred to in this Agreement as the "secured party"), a security interest in the following Property and in the proceeds and return premiums of or from insurance required under paragraph 2(e) of the Agreement below:

**SEE ATTACHED EXHIBIT "A"**

All equipment, parts, appliances, accessions, and appurtenances attached to the Property now or in the future are considered to be a part of the Property and are included in this Agreement as security for payment of the following by the debtor:

1. A promissory note or other agreement ("Note"), dated April 26, 1993, by which the maker(s) of the Note promise(s) to pay \$108,000, with a final payment due on January 1, 1997, to the secured party (the terms "Note" and "Agreement" include all renewals and extensions of either of them);
2. Any money that the secured party may advance to or spend on behalf of the debtor;
3. Any indebtedness or obligation to the secured party that the debtor may incur after this Agreement is made;

4. Any present or future demands or claims which the secured party may have against the debtor, whether they are: (a) created directly or acquired by assignment, (b) absolute or contingent, (c) due or not, (d) otherwise secured or not, or (e) existing when this Agreement was made or arising after it;
5. Any interest which the debtor has agreed to pay to the secured party under the Note or this Agreement and any costs or expenses of collection, litigation, repossession, storage or repair, and any attorney's fees, which the secured party may incur in connection with the Note or this Agreement.

Unless the debtor agrees otherwise in writing, however, this Agreement will NOT secure any of the items referred to in paragraphs 2, 3, or 4 above if they now are, or later become, "consumer credit" under the Truth in Lending Act.

**TERMS OF AGREEMENT**

**THE DEBTOR AGREES AND CERTIFIES THAT:**

1. The debtor is the sole owner of the Property. There are no liens or encumbrances of any kind against the Property other than the one created by this Agreement in favor of the secured party.
2. The debtor will protect and care for the Property as follows:
  - (a) Register, use, operate and control the Property in accordance with all applicable laws, and not use the Property, nor allow it to be used, for any unlawful purpose;
  - (b) Pay promptly all taxes on the Property;
  - (c) Discharge promptly any liens against the Property;
  - (d) Keep the Property in as good condition and repair as it is now (ordinary wear and tear excepted), and show the Property to the secured party upon request;

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- (e) Keep the Property insured, subject to the following conditions:
- (1) The carrier, amount, and form of the insurance policy are subject to approval by the secured party;
  - (2) The policies will cover the secured party and the debtor for fire, theft, total or partial destruction of the Property, and any other hazard the secured party specifies; the proceeds of every policy will first be paid to the secured party up to the amount that the debtor still owes the secured party; any balance will go to the debtor;
  - (3) The secured party will hold the policies until all obligations secured by this Agreement are paid off; the secured party may use any money received upon cancellation of any policy to pay off as much as possible of the remaining balance of any obligation secured by this Agreement;
- (f) Do anything else reasonably necessary to preserve the value of the Property.
3. If the debtor fails to do any of the things required by Paragraph 2, the secured party may:
- (a) Do them on behalf of the debtor;
  - (b) Demand immediate reimbursement for all sums or obligations the secured party pays or incurs in protecting the Property or in enforcing the terms of the Note or this Agreement; and,
  - (c) Either add the cost of the reimbursement to the Note, declare an immediate default under the Note and/or this Agreement, or sue separately for the cost of the reimbursement, if the debtor fails to reimburse the secured party promptly.
4. While the debtor still owes money to the secured party in connection with the Note or this Agreement, the debtor will not:
- (a) Sell, lease, pledge, encumber, or otherwise dispose of the Property, or any interest in the Property, nor try to do so, unless, as a result of doing so, the secured party is paid in full for everything owed to it under the Note and this Agreement;
  - (b) Remove the Property, nor allow it to be removed, from the permanent location(s) shown above for more than ten days at a time unless the secured party consents in advance in writing;
  - (c) Allow the Property to be made a fixture or part of realty.
5. The debtor will be in default if the debtor:
- (a) Does not carry out the obligations of the Note or this Agreement on time, or
  - (b) Does something which is prohibited by the Note or this Agreement, or
  - (c) Makes any untrue statement in the Note or this Agreement, or
  - (d) Starts or has started against it any voluntary or involuntary proceeding under any bankruptcy or similar law, or
  - (e) Fails to give further security, if the value of the Property declines more than expected and if the secured party requests additional security.
6. If the debtor defaults, the secured party will have the right to do any or all of the following, at its option:
- (a) Accelerate the maturity of any obligation in the Note or this Agreement;
  - (b) Take possession of the Property or do anything to protect it;
  - (c) Require the debtor to assemble the Property and make it available at a reasonably convenient location chosen by the secured party;
  - (d) Buy the Property at any sale;
  - (e) Do anything else allowable under the Uniform Commercial Code of California, the Note or this Agreement.
- The failure to do any of the above will not constitute a waiver. Waiver of one default or remedy will not constitute a waiver of another or subsequent default or remedy.
7. The secured party may apply any regular payment received under the Note or this Agreement: first, to interest then due; second, to other sums or obligations owed by the debtor to the secured party under the Note or this Agreement (other than principal on the Note); third, to the principal balance owed on the Note.
8. The debtor agrees that his or her separate Property shall be liable for his or her obligations under the Note or this Agreement.
9. If more than one debtor has agreed to these terms, each will be individually liable for the whole amount due under this Agreement, and all will be liable as a group.
10. Notices may be mailed to the debtor at the address below.
11. This Agreement may be signed in one or more copies and each will be considered an original of one and the same Agreement.
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THE DEBTOR HAS READ AND UNDERSTANDS THIS AGREEMENT.

X See Exhibit "B" attached

X \_\_\_\_\_

X \_\_\_\_\_

X \_\_\_\_\_

Address:  
400 Bel Marin Keys Blvd., 3rd Floor  
Novato, CA 94947

Address:

SELLER'S ASSIGNMENT AND REPURCHASE AGREEMENT

To: **Bank of America**  
National Trust and Savings Association

For value received, the seller assigns to you the foregoing Agreement, the Note referred to in it, the seller's interest in the Property described in the Agreement, and all the sums due or to become due under them.

— This assignment is made with recourse. This means that ALL provisions below apply.

— This assignment is made without recourse. This means that ALL provisions below apply, **EXCEPT** for the *italicized* portions, which do not apply.

SELLER WARRANTIES:

1. The Note and the Agreement are bona fide, and were executed by the person(s) whose signature(s) appear(s) on them. The Note correctly states the amount owing on it, and the Agreement is complete and accurately describes the Property. The seller has complied with all laws applicable to the Note and the Agreement.
2. The debtor is of legal age and competent to sign the Note and the Agreement. Neither the Note nor the Agreement are rescindable unless you and the debtor mutually and voluntarily so agree.
3. The Property is in the possession of the debtor. No one else has or will have a security interest in the property, and the debtor has no claims of any kind or setoffs against the Note or Agreement.

SELLER AGREES:

1. To repurchase the Note and the Agreement by paying to the secured party all sums due and owing under the Note or the Agreement if anything stated in this Assignment or the Agreement is false, or if the marker(s) assert(s) any claim of breach of warranty or contract in connection with the Property.
2. To indemnify you against any claim made in connection with the Property.
3. That you are authorized to do anything necessary to collect all of the funds to become due under the foregoing Agreement and to fulfill the requirements of the Note and the Agreement.
4. *That seller guarantees payment to you, upon demand, of the full unpaid balance of the Note, if any instalment is not paid. You will not have to proceed in any way against any maker(s) of the Note or the debtor before the seller pays you the unpaid balance of the Note.*
5. *To waive lack of diligence, notices of nonpayment and nonperformance and any notices required because of the seller's guarantee.*
6. *That no extension or variation of the terms of the Note or the Agreement made with the debtor or anyone else, or any assignment of the Note or the Agreement, will affect the seller's liability.*

Dated: \_\_\_\_\_, 19\_\_

X \_\_\_\_\_

X \_\_\_\_\_

**Security Agreement**  
(Commercial, Industrial and Farm Equipment)

**EXHIBIT "A"**

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Item No.	Year Model	Built By Company	Shell Configuration	Class	Car Capacity Gallons	Car Number
1.	1963	ACF	Dual Diameter	112J400W	32,100	31001
2.	1963	ACF	Dual Diameter	112J400W	32,100	31002
3.	1963	ACF	Dual Diameter	112J400W	32,100	31003
4.	1963	ACF	Dual Diameter	112J400W	32,100	31007
5.	1963	ACF	Dual Diameter	112J400W	32,100	31010

**EXHIBIT "B"**

**The Borrower:** ProFlame, Inc., a Nevada corporation, ProFlame Inc., an Oklahoma corporation, Pro-Flame Gas Company, a California corporation, San Diego ProFlame, a California corporation, Coastside Gas Service, a California corporation and Hesperia Liquid Gas Co., a Nevada corporation

ProFlame, Inc., a Nevada corporation,

San Diego ProFlame, a California corporation,

XX Edward R. Bunting  
By: Edward R. Bunting, President

XX Edward R. Bunting  
By: Edward R. Bunting, President

ProFlame Inc., an Oklahoma corporation,

Coastside Gas Service, a California corporation

XX Edward R. Bunting  
By: Edward R. Bunting, President

XX Edward R. Bunting  
By: Edward R. Bunting, President

Pro-Flame Gas Company, a California corporation,

Hesperia Liquid Gas Co., a Nevada corporation

XX Edward R. Bunting  
By: Edward R. Bunting, President

XX Edward R. Bunting  
By: Edward R. Bunting, President

I HEREBY CERTIFY THAT THIS IS A TRUE  
AND EXACT COPY OF THE ORIGINAL

BY Thomas J. [Signature]  
Authorized Officer

BANK OF AMERICA N.T. & S.A.

State of California     )  
County of Alameda     ) ss.

Thomas Loesel, being duly sworn, deposes and says: That the enclosed photocopy of that certain Security Agreement (Commercial, Industrial and Farm Equipment) dated April 26, 1993 and entered into among Bank of America NT&SA; ProFlame, Inc. a Nevada corporation; San Diego ProFlame, a California corporation; ProFlame Inc., an Oklahoma corporation; Coastside Gas Service, a California corporation; Pro-Flame Gas Company, a California corporation; and Hesperia Liquid Gas Co., a Nevada corporation, is a true and exact copy of the original.

Subscribed and sworn to before me on August 26, 1993.

*C. Bales*

